

Newton County Mine Tailings Site
Newton County, MO
Remedial Investigation/Feasibility Study

PROPERTY ACCESS AGREEMENT FOR ENVIRONMENTAL SAMPLING
(to be completed by property owner)

Black & Veatch Special Projects Corp. (BVSPC) is under contract with the U.S. Environmental Protection Agency (EPA) to assist in the determination of levels of lead and other metals in mine tailings, surface soils, surface water, and sediments in Newton County, Missouri. Your cooperation is requested in giving EPA and its authorized representatives, including BVSPC, permission to access your property for the purpose of collecting mine tailings samples and surface soil samples in support of this study. For further information contact David Sanders, BVSPC Project Manager, (913) 458-6605.

Property Access Granted By: David B. Nichols
(Please Print Name)

[Signature]
(Property Owner Signature)

12/7/00
(Date)

PROPERTY INFORMATION

Property Location: 8.000 13 25 N 31 W
(Parcel No.) (Section) (Township) (Range)

Property address: 12546 Highway B Granby MO 64850
(City) (State) (Zip)

Owner's mailing address: MoDOT District 7
3901 E. 32nd St., PO BOX 1445 JOPLIN MO 64804

Owner's telephone number Local (417) 476-5684 Legal (573) 751-7451

RIGHT OF ENTRY TO PREMISES: Grantor (the property owner), consents to and authorizes the United States Environmental Protection Agency (USEPA) or its authorized representatives, collectively the Grantee to enter and perform certain environmental response activities upon the premises described in the PROPERTY INFORMATION section in this Agreement.

ENVIRONMENTAL RESPONSE ACTIVITIES: The environmental response activities to be performed on said property will be limited to activities necessary to obtain the following samples: Obtaining tailings, surface soil, surface water, and sediment samples from property owner's property;

AGREEMENT NOT TO INTERFERE: The Grantor agrees not to interfere or tamper with any of the activities or work done, or the equipment used to perform the activities, or to undertake any actions regarding the use of said property which would tend to endanger the health or welfare of the Grantees or the environment, or to allow others to use the property in such a manner, during the term of this Agreement.

RESTORATION OF PROPERTY: the Grantee agrees that said property will be restored as nearly as possible to its original state and condition as found immediately preceding the beginning of activities authorized by the Agreement, following completion of the environmental response activities.

LIMITATION OF LIABILITY: USEPA's liability for damages to the property or injuries to persons which result from or are caused by the activities on the property shall be to the extent permitted by the Federal Tort Claims Act, and the Federal Employee's compensation Act, 28 U.S.C. Section 2671, et. seq., 5 U.S.C. Section 8101 et. seq., and 31 U.S.C. Section 3701 et. seq.

AUTHORITY FOR ENVIRONMENTAL RESPONSE ACTIONS: The activities to be implemented by USEPA under this agreement are pursuant to Section 104 of CERCLA, 42 U.S.C. 9604. USEPA's right of access to the property in Section 104(e) of CERCLA, 42 U.S.C. 9604(e), authorizes entry for "determining the need for response, or choosing or taking any response action under this title, or otherwise enforcing the provisions of this title."

TERM: This access agreement shall be operable for the period of time it takes to complete the environmental sampling activities. Upon completion of the sampling, the rights and privileges given by the Grantor shall cease on that date, unless extended.

TO: The U.S. Environmental Protection Agency (EPA); and
Black and Veatch Special Projects Corp. (BVSPC)

RE: Newton County Mine Tailings Site, Newton County, Missouri
Remedial Investigation/Feasibility Study
Property Access Agreement for Environmental Sampling

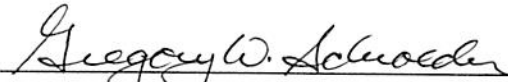
This **PROPERTY ACCESS AGREEMENT FOR ENVIRONMENTAL SAMPLING** was executed by the official of the Missouri Department of Transportation (MoDOT) identified on the front of this document, for and on behalf of the Missouri Highways and Transportation Commission, which is the legal owner of the real property or Parcel identified on the front of this document. This Agreement was executed on the date shown on the front of this document, under the authority granted by the Missouri Highways and Transportation Commission.

ATTEST: [Seal]



Mari Ann Winters, Secretary to the
Missouri Highways and Transportation Commission

Approved as to Form:



Gregory W. Schroeder
Senior Administrative Counsel